

Board Office

1983 - 84

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Easthampton Township Board of Education
andP R E A M B L EEasthampton Township Education Association

This AGREEMENT entered into this 1st day of August, 1983, by and between the Board of Education of Eastampton, Eastampton Township, New Jersey, hereinafter called the " Board ", and Eastampton Township Education Association, hereinafter called the " Association ".

x September 1 1983 - June 30, 1985

Article 1.

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, employed or to be employed by the Board, including:

Classroom Teachers
Nurses
Librarians
Library Clerk
Custodians

But excluding:

Superintendents
Principals
Other Supervisory Positions
Administrative Personnel
Cafeteria Employees
Bus Drivers

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certificated and non-certificated employees represented by the Association in the negotiating unit as above defined.

Article 11.

NEGOTIATION PROCEDURE

- A. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

In the event a grievance shall not have been settled under the procedure above, and only if such grievance involves a claim or infringement upon the provision of this Agreement, the aggrieved may proceed directly to arbitration, which shall be advisory subject to the limitation of statute. However, no matter shall be considered a grievance subject to arbitration if it pertains to:

- a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.
- b. A Complaint of a non-tenure teacher which arises by reason of his/her not being re-employed.
- c. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

Arbitration shall be initiated by certified letter from the grievant bearing the written approval to proceed, of the President of the Association, addressed to the Superintendent of Schools. Such letter shall be mailed within 20 school days of receipt of the written decision of the Board.

The grievant, or the person designated by the grievant to represent him/her in the grievance and the Superintendent, or the person designated by the Board to represent it in the grievance shall promptly attempt to agree upon and engage an arbitrator, but if either party determines that no purpose will be served by the attempting or continuing to attempt to so agree, either may submit the choice of arbitrator to the American Arbitration Association.

The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The recommendation of the arbitrator shall be advisory. Fees and expenses of the arbitration shall be borne equally by both parties.

General Provisions - Any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the grievant.

Administration failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent or his/her designee and the grievant.

Copies of all written grievances, responses and notices shall be mailed to the Association. Meetings held under this procedure shall be conducted at a place which will afford a fair and reasonable opportunity for all proper persons to be present. Such persons are defined as the aggrieved, the appropriate Association and Board representatives and witnesses.

Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration.

Article V.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information which is in the public Domain.
- B. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings, called at the Board request, he/she shall suffer no loss in pay.
- C. The Association shall have the privilege to use the following school owned equipment: typewriters, mimeographing machines, calculating machines and other types of equipment at the discretion of the Administrator. The Association shall pay for the reasonable cost of all materials used.
- D. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board at the price paid by the Board.
- E. The Association shall have, in each building, the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on bulletin boards shall be given to the Administrator but no approval shall be required.
- F. The Association shall have the privilege to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building Principal or other members of the Association.
- G. The monthly charge for the private phone installed for the use of the employees in the teacher's lounge in the Elementary School will be paid by the Board. All other charges will be paid by the Association.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organizations.

Article VI.

CALENDAR

- A. The establishing of a school calendar shall be at the discretion of the Board and will be subject to such changes as may be necessitated by emergencies.
- B. Proposals, by January 1 of the school year, for consideration of changes in the school calendar will be received from the Association by the Board through the Administrator.

Article VIII.

CLASS SIZE

The Board and the Administration are aware of the problems that arise with over crowding. Every effort has and will be made to eliminate such situations.

Article IX.

NON-TEACHING DUTIES

- A. Lunch duty and playground duty shall be considered part of the normal workload of teachers. All professional employees in the bargaining unit shall perform these duties without additional compensation. The Administration shall maintain a duty roster and make assignments of teachers as equitable as possible.
- B. The Board will hire four Teacher Aides to provide supportive assistance to the professional staff at the Elementary and Middle Schools in the cafeteria and on the playgrounds, subject to the following condition: The Board of Education's ability to hire aids for this short period of time.
- C. The Board shall compensate three teachers for three dances, to be held during the school year, at the rate of \$15.00 per chaperone. The selection of the teachers to be compensated and the responsibility for which they will be held accountable shall be made by the Administrator.
- D. Teachers shall not be required to transport students.

Article X.

TEACHER EMPLOYMENT

- A. By April 1st, all teachers shall sign and file with the Administrator a written letter of intent of employment for the succeeding school year. The Board will consider the failure to file a letter of intent as constituting the teacher's resignation.
- B. On or before April 30th of each year, teachers shall be notified of their contract and salary status for the ensuing year.

Article XI.

SALARIES

- A. The salaries of all teachers covered by this Agreement will be set forth in a Salary Schedule and be attached.
- B.
 - 1. Teachers may elect to have ten percent of their monthly salary deducted from their pay. These funds shall be paid to the teachers on the final day of June.
 - 2. Salary payments to teachers will be made on the 15th and 30th of each month, where possible.
 - 3. When a pay period ends on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 - 4. Teachers shall receive their final checks at the close of the last working day in June.

- B. A Formal Educational Curriculum Improvement Committee will be implemented. The Committee shall consist of the following:

Curriculum Coordinator selected by the Board of Education
One Rep. Grades K-2 selected by the Association.
One Rep. Grades 3-5 selected by the Association.
One Rep. Grades 6-8 selected by the Association.

The Committee shall meet once a month during the school year. The Committee shall make recommendations to the Administrator for revision of the curriculum. Final approval for revision rests with the Board of Education. The Board of Education shall make known to the Committee its reasons for rejection of any of the Committee recommendations.

- C. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Administration to take.

Article XX11

INSURANCE

- A. The Board of Education will provide the insurance benefits as listed in the State of New Jersey participating Employer certificate and rider to certificate. The Board will pay 100% of the employee's share and 100% of the family share for the 1983-84 and 1984-85 school years for above coverage. The Board will supply a description of the conditions and limitations of the insurance coverage.
- B. The Board will provide the following amounts to implement a prescription plan:
1. 1983-84 \$2,700.00
 2. 1984-85 \$4,500.00

Article XX11

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force or effect.
- B. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignments, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or participation as a representative of the Association.

SALARY SCHEDULE1983-84

<u>STEP</u>	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 30</u>
1.	15,417.	15,819.	16,222.	17,028.
2.	15,717.	16,119.	16,522.	17,328.
3.	16,041.	16,443.	16,846.	17,652.
4.	16,403.	16,804.	17,207.	18,013.
5.	16,804.	17,207.	17,609.	18,415.
6.	17,207.	17,609.	18,013.	18,816.
7.	17,609.	18,013.	18,415.	19,220.
8.	18,280.	18,684.	19,085.	19,891.
9.	18,750.	19,152.	19,458.	20,360.
10.	19,220.	19,622.	20,024.	20,829.
11.	19,690.	20,092.	20,495.	21,299.
12.	20,159.	20,561.	20,964.	21,768.
13.	20,829.	21,232.	21,635.	22,440.
14.	21,366.	21,768.	22,172.	22,977.
15.	21,903.	22,306.	22,709.	23,512.
16.	22,440.	22,843.	23,244.	24,050.
17.	22,977.	23,379.	23,781.	24,587.
18.	23,647.	24,050.	24,453.	25,275.
19.	24,050.	24,453.	24,855.	25,660.
20.	24,318.	24,722.	25,124.	25,928.
21.	24,318.	24,722.	25,124.	25,928.
22.	24,318.	24,722.	25,124.	25,928.
23.	24,453.	24,855.	25,257.	26,062.

SALARY SCHEDULELIBRARY CLERK

<u>STEP</u>	<u>1983-84</u>	<u>1984-85</u>
1.	9,333.	9,780.
2.	9,633.	10,080.
3.	9,957.	10,404.
4.	10,317.	10,754.
5.	10,721.	11,142.
6.	11,123.	11,579.
7.	11,525.	12,013.
8.	12,196.	12,447.
9.	12,666.	13,172.
10.	13,136.	13,679.
11.	13,605.	14,187.
12.	14,075.	14,693.
13.	14,745.	15,201.
14.	15,282.	15,925.
15.	15,819.	16,505.
16.	16,356.	17,085.
17.	16,892.	17,664.
18.	17,563.	18,243.
19.	17,965.	18,968.
20.	18,233.	19,402.
21.	18,369.	19,692.
22.		19,839.